

Fill in this information to identify your case:

of 15

Debtor 1 MILFORD F. WINTER, III
First Name Middle Name Last Name

Debtor 2
 (Spouse, if filing)
First Name Middle Name Last Name

United States Bankruptcy Court for the: DISTRICT OF NEW JERSEY

Case number 22-19057-ABA
 (If known)

FILED
 JEANNE A. NAUGHTON, CLERK

DEC 30 2022

U.S. BANKRUPTCY COURT
 CAMDEN, N.J.
 BY DEPUTY

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor?	<u>VALLEY NATIONAL BANK</u> Name of the creditor												
2. How much is the debt?	On the date that the bankruptcy case is filed \$ <u>28,994.90</u> To be paid under the reaffirmation agreement \$ <u>29,052.46</u> \$ <u>483.36</u> per month for <u>68</u> months (if fixed interest rate)												
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed	<u>4.69</u> %											
	Under the reaffirmation agreement	<u>4.69</u> %	<input checked="" type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate										
4. Does collateral secure the debt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. <u>2019 TOYOTA CAMRY</u> Current market value \$ <u>18,500.00</u>												
5. Does the creditor assert that the debt is nondischargeable?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.												
6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	<table border="0"> <tr> <th>Income and expenses reported on Schedules I and J</th> <th>Income and expenses stated on the reaffirmation agreement</th> </tr> <tr> <td>6a. Combined monthly income from line 12 of Schedule I \$ <u> </u></td> <td>6e. Monthly income from all sources after payroll deductions \$ <u> </u></td> </tr> <tr> <td>6b. Monthly expenses from line 22c of Schedule J \$ <u> </u></td> <td>6f. Monthly expenses — \$ <u> </u></td> </tr> <tr> <td>6c. Monthly payments on all reaffirmed debts not listed on Schedule J — \$ <u> </u></td> <td>6g. Monthly payments on all reaffirmed debts not included in monthly expenses — \$ <u> </u></td> </tr> <tr> <td>6d. Scheduled net monthly income \$ <u> </u> Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.</td> <td>6h. Present net monthly income \$ <u> </u> Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.</td> </tr> </table>			Income and expenses reported on Schedules I and J	Income and expenses stated on the reaffirmation agreement	6a. Combined monthly income from line 12 of Schedule I \$ <u> </u>	6e. Monthly income from all sources after payroll deductions \$ <u> </u>	6b. Monthly expenses from line 22c of Schedule J \$ <u> </u>	6f. Monthly expenses — \$ <u> </u>	6c. Monthly payments on all reaffirmed debts not listed on Schedule J — \$ <u> </u>	6g. Monthly payments on all reaffirmed debts not included in monthly expenses — \$ <u> </u>	6d. Scheduled net monthly income \$ <u> </u> Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.	6h. Present net monthly income \$ <u> </u> Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.
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Debtor 1 **MILFORD F. WINTER III**
First Name Middle Name Last Name

Case number (if known) **22-19057-ABA**

7. Are the income amounts on lines 6a and 6e different?

☒ No
☐ Yes. Explain why they are different and complete line 10.

8. Are the expense amounts on lines 6b and 6f different?

☒ No
☐ Yes. Explain why they are different and complete line 10.

9. Is the net monthly income in line 6h less than 0?

☒ No
☐ Yes.

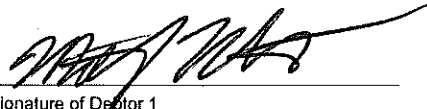
A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.

10. Debtor's certification about lines 7-9

I certify that each explanation on lines 7-9 is true and correct.

If any answer on lines 7-9 is Yes, the debtor must sign here.

If all the answers on lines 7-9 are No, go to line 11.

x 

Signature of Debtor 1

x

Signature of Debtor 2 (Spouse Only in a Joint Case)

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?

☒ No
☐ Yes.

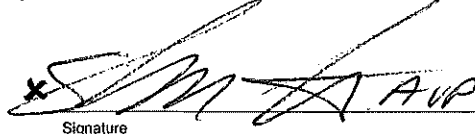
Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement?

☐ No
☐ Yes

Part 2: Sign Here

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this *Cover Sheet for Reaffirmation Agreement*.

x 

Signature

Date

11/23/22
MM / DD / YYYY

Shalonda Christmas, Assistant Vice President

Printed Name

Check one:

☐ Debtor or Debtor's Attorney
☒ Creditor or Creditor's Attorney

Form 2400A (12/15)

FILED
JEANNE A. NAUGHTON, CLERK
DEC 30 2022
U.S. BANKRUPTCY COURT
CAMDEN, N.J.
BY [Signature] DEPUTY

Check one.



Presumption of Undue Hardship



No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re MILFORD F. WINTER, III
Debtor

Case No. 22-19057-ABA

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: VALLEY NATIONAL BANK

☐ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Auto Loan
For example, auto loan

B. **AMOUNT REAFFIRMED:** \$ 29,052.46

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before _____, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 4.6900 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms (*check and complete one*):



\$ 483.36 per month for 68 months starting on 12/04/2022.



Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description:	<u>2019 TOYOTA CAMRY</u>
Current Market Value	\$ <u>18,500.00</u>

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?



Yes. What was the purchase price for the collateral?

\$ _____



No. What was the amount of the original loan?

\$ 30,223.97

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	\$ <u>28,994.90</u>	\$ <u>29,052.46</u>
Annual Percentage Rate	<u>4.6900</u> %	<u>4.6900</u> %
Monthly Payment	\$ <u>483.36</u>	\$ <u>483.36</u>



Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes

☒ No

B. Is the creditor a credit union?

Check one. ☐ Yes

☒ No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income) \$ _____

b. Monthly expenses (including all reaffirmed debts except
this one) \$ _____

c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ _____

d. Amount of monthly payment required for this reaffirmed debt \$ _____

*If the monthly payment on this reaffirmed debt (line d.) is **greater than** the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☐ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☒ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

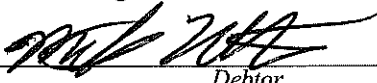
Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES


I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 12/29/22 Signature 
Debtor
Date _____ Signature _____
Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor VALLEY NATIONAL BANK P.O. BOX 953, WAYNE, NJ 07470
Print Name Address
SHALONDA CHRISTMAS, A.V.P  11/23/22
Print Name of Representative Signature Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date _____ Signature of Debtor's Attorney _____
Print Name of Debtor's Attorney _____

Form 2400B (12/15)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re MILFORD F. WINTER, III,
Debtor

Case No. 22-19057-ABA

Chapter 7

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because
(provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes):

☒ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form 2400A, Reaffirmation Documents)

Signed: _____

(Debtor)

(Joint Debtor, if any)

Date: _____

12/28/22

B2400C (Form B2400C) (12/15)

United States Bankruptcy Court
District of New Jersey

In re Milford F. Winter, III,
Debtor

Case No. 22-19057-ABA
Chapter 7

ORDER ON REAFFIRMATION AGREEMENT

The debtor(s) Milford F. Winter, III has (have) filed a motion for approval of the reaffirmation agreement dated _____ made between the debtor(s) and creditor Valley National Bank. The court held the hearing required by 11 U.S.C. § 524(d) on notice to the debtor(s) and the creditor on _____ (date).

- COURT ORDER:
- ☐ The court grants the debtor's motion under 11 U.S.C. § 524(c)(6)(A) and approves the reaffirmation agreement described above as not imposing an undue hardship on the debtor(s) or a dependent of the debtor(s) and as being in the best interest of the debtor(s).
 - ☐ The court grants the debtor's motion under 11 U.S.C. § 524(k)(8) and approves the reaffirmation agreement described above.
 - ☐ The court does not disapprove the reaffirmation agreement under 11 U.S.C. § 524(m).
 - ☐ The court disapproves the reaffirmation agreement under 11 U.S.C. § 524(m).
 - ☐ The court does not approve the reaffirmation agreement.

BY THE COURT

Date: _____

United States Bankruptcy Judge



Valley Bank Installment Loan

Loan Number	XXXXX3909
Collateral	2019 Toyota Camry
VIN #	4T1B11HKXKU840165

Milford F. Winter III
15 Webb Ave.
Pitman, NJ 08071

Loan # XXXXX3909

Balance Due		Loan Terms	
Principal	\$28,903.95	Origination Date	5/20/2022
Interest Rate	.0469000	Maturity Date	6/4/2028
Other Charges Due	\$0.00	Interest Accrued Thru	4.69%
Accrued Interest	\$96.46	Original Loan Term	72
Current Interest	\$3.71	Remaining Loan Term	68
Total Interest Due	\$100.17	Monthly Payment	\$483.36
Late Charges Due	\$48.34		
PAY OFF AMOUNT	\$29,052.46		
PAST DUE AMOUNT	\$483.36		

Collateral

Vehicle	2019 Toyota Camry	Original Amount	\$30,223.97
VIN #	4T1B11HKXKU840165	Current Value	\$18,500.00
		Current Balance	\$29,052.46

P: 888-647-6470
F: 973-507-7921
P.O. Box 953
Wayne, NJ 07474-0953
valley.com

CERTIFICATE OF TITLE

PREFIX 4 IDENTIFICATION NUMBER 4T1B1 1HKXK U8401 65 SUFFIX YEAR MAKE MODEL BODY TYPE 2019 TOY CAM 4 DR

TYPE OF TITLE STANDARD DUPLICATE NO 7 GVW/WC/LGTH 7 COLOR/MTL/HP SL DEALER I D 24740N AXLES/PROP 2 FUEL 0

FEE 85.00 ISSUE DATE 06-21-2022 VIN REPLACEMENT MILEAGE 25455 STATUS A

OWNER(S)
MILFORD F WINTER III
15 WEBB AVE
PITMAN NJ 08071 1466

F FLOOD S SALVAGE
P POLICE T TAXI
L LEMON LAW
A ACTUAL MILEAGE
N NOT THE ACTUAL MILEAGE
M MILEAGE EXCEEDS THE MECHANICAL LIMITS

NUMBER OF OWNERS 1

NUMBER OF LIENHOLDERS 1

OWNER DL/CC #: 6704

I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY OF THE DESCRIBED ARTICLE HAS BEEN RECORDED AND FILED WITH ME AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN IF ANY AS STATED

[Signature]
SIGNATURE

CONTROL NUMBER BJ777369

State of New Jersey
MOTOR VEHICLE COMMISSION



DATE

LIEN RELEASED BY

SIGNATURE _____

TITLE _____ DATE _____

LIEN RELEASED BY

SIGNATURE _____

TITLE _____ DATE _____

SECOND LIENHOLDER

DATE 06-21-2022
93559 60740 74705
VALLEY NATIONAL BANK
1445 VALLEY RD
WAYNE NJ 07470

FIRST LIENHOLDER

SECOND RELEASE

FIRST RELEASE

GD202217200000495

ISM/SS 1 (R4/18)

ALTERATION OR ERASURE VOIDS THIS TITLE

KEEP IN SAFE PLACE

VOID IF ALTERED

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

LAW 553-NJ-e 11/19**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Buyer Name and Address (Including County and Zip Code) Milford F Winter III 15 Webb Ave Pitman, NJ 08071 GLOUCESTER	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) FAMILY OF RUNNEMEDE, INC 99 SOUTH BLACK HORSE PIKE RUNNEMEDE, NJ 08078
---	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
Used	2019	Toyota Camry	4T1B11HKXKU840165	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
4.69 %	\$ 4,577.95	\$ 30,223.97	\$ 34,801.92	\$ 2,200.00 is \$ 37,001.92

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 483.36	Monthly beginning 07/04/2022
N/A	\$ N/A	N/A

N/A

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.

If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less. If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, or household use and the cash price is \$ 10,000 or less, the charge for each late payment will be \$ 10.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

T580096256-DP580096264 - THIS CUSTOMER COMPLETED COPY WAS CREATED ON 05/25/2022 05:56:32 PM GMT

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest to the extent permitted by applicable law. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund on insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum attorney's fee you will pay will be \$100 plus 10% of the excess over \$500 of the amount due when we hire the attorney.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

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g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. Applicable Law

Federal law and the law of the state of New Jersey apply to this contract.

Electronic Contracting and Signature Acknowledgment.

You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs XC Co-Buyer Signs XC N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank.

You are entitled to a copy of the contract at the time you sign.

Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs XD Date 05/20/2022

Co-Buyer Signs XD N/A Date N/A

Buyer Printed Name Milford F Winter III

Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A

Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A

Address N/A

Seller signs FAMILY OF RUNNEMEDE, INC

Date 05/20/2022

By X E

Title Finance Man



FORM NO. 553-NJ-e (REV. 11/19)

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FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

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